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**COLLECTIVE BARGAINING AGREEMENT**  
**BY AND BETWEEN**  
**THE BOARD OF EDUCATION OF THE**  
**WAPPINGERS CENTRAL SCHOOL DISTRICT**  
**AND THE**  
**WAPPINGERS FEDERATION OF**  
**TRANSIT, CUSTODIAL, & MAINTENANCE WORKERS**

**July 1, 2005 Through June 30, 2010**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 05 2010

**ADMINISTRATION**



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## **ARTICLE 1 - RECOGNITION**

The Board of Education of the Wappingers Central School District, hereinafter known as the "Employer", consistent with its policy and the policy of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators, and the members of the Board of Education, which will enhance the educational program of the Wappingers Central School District, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise; and to assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules, regulations, and policies of the Employer, which laws, rules, and regulations and policies shall be construed liberally for the accomplishment of this purpose, has recognized the Wappingers Federation of Transit, Custodial & Maintenance Workers, hereinafter known as the "Union", as the sole and exclusive bargaining representative of the employees employed in the classifications listed below with regard to rates of pay, wages, hours of employment, and other terms and conditions of employment as are negotiated between the parties; provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to his employment as long as (1) the Union is informed of such meeting; (2) if the employee is a Union member, the Union shall be afforded the opportunity to attend; (3) if the employee is not a Union member, the Union shall be afforded an opportunity to attend only if the employee so desires; (4) any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with and approval by the Union:

### **A. Classifications**

1. Audio Visual Technician
2. Automotive Mechanic (Days/Nights)
3. Automotive Mechanic Helper (Days/Nights)
4. Bus Driver Full-Time (12 months)
5. Bus Driver Full-Time (10 months; 1<sup>st</sup>/2<sup>nd</sup> shifts; 195 days)
6. Bus Driver Hourly (25/30 hours/week; 10 months; 195 days)
7. Bus Driver Hourly Special Students (25/30 hours/week; 10 months; 195 days) \*
8. Bus Driver Spare (12 months) \*
9. Bus Driver Spare (10 months; 195 days) \*
10. Bus Driver Special Students (10 months; 195 days)
11. Custodian (1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> shifts)
12. Custodian-in-Charge (3<sup>rd</sup> shift; Secondary & Large Elementary)
13. Electronic Technician
14. Groundskeeper
15. Head Custodian
16. Maintenance Mechanic (1<sup>st</sup>/2<sup>nd</sup> shifts)
17. School Courier
18. School Courier (10 months; 195 days)
19. School Security Officers (30 hours/week; 10 months; 195 days)
20. Sewage Treatment Plant Operator

\* Eliminated when incumbent(s) resigns or retires

### **B. Full-Time and Hourly**

The above job classifications shall be considered full-time or hourly as follows:

Full-Time - 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 20

Hourly: 6, 7, and 19

## **ARTICLE 2 - UNION SECURITY**

### **A. Check-off of Dues**

The Employer agrees to deduct from the salary of all regular employees who are Union members covered by this Agreement, the initiation fees, dues or assessments, and VOTE/COPE contributions and agrees to remit same to said Union, prior to the end of each month for which such deductions are made. Written authorization by the employee is to be furnished in the form approved by the Employer.

## **B. Maximum Union Security**

1. Each employee who fails to voluntarily acquire or maintain membership in the Union shall be required, beginning on the 30th day following the beginning of employment (or discontinuance of membership) or the execution date of the Agreement, whichever comes later, to pay to the Union a service charge as a contribution towards the negotiation and administration of the Agreement and the representation of such employee. The service charge shall be in the same amount and payable at the same time as the Union's and its affiliates' regular dues and shall be deducted by the District from the employee's pay in accordance with Article II, Section A of this Agreement.

2. The Union affirms that it has adopted the procedure for refund of Agency Fee deductions as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section. This provision for Agency Fee deductions shall continue in effect as long as the Union maintains such procedures and as long as such deductions are authorized by law.

## **C. Release Time**

The Employer recognizes the right of the Union President or his/her designee to engage in the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Union officials.
3. The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers, provided such messages and information:
  - a) have been reduced to writing, or
  - b) if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.
4. The Employer recognizes these limitations upon the authority of the President or representative and shall not hold the Union liable for any unauthorized acts.
5. The seniority granted to the President shall exceed the seniority of all persons within the bargaining unit for all contractual purposes, including work assignments and overtime, providing the President is qualified to perform such work. If the President's job is abolished, the District will reassign the President to a job for which he/she is qualified, while maintaining shift assignment, salary, and benefits.
6. No representative shall be engaged in Union business during the time when he/she is assigned to work.
7. The Union President or his/her designee will work a maximum of 50% of his/her regular weekly assignment as release time to be on a schedule mutually agreed to by the District and the Union President, provided, however, that one (1) hour per day of the President's release time may be assigned to the Vice-President for Grievances at the President's discretion for any given school year, and provided further that such release time does not result in a loss of work time beyond the one hour of release time, and provided further that it does not require the reassignment of all or a portion of a bus run.
8. Time off for Union activities beyond those indicated above shall be given at the discretion of the Superintendent and shall be consistent with past practice.

## **ARTICLE 3 - SENIORITY**

### **A. Applicability**

Seniority shall prevail in that the Employer recognizes seniority for layoffs, recalls, and overtime.

Transfers to vacant positions shall be determined on a seniority and qualification basis, it being understood that if the candidates' qualifications are relatively equal, seniority shall be determinative.

Seniority shall also be limited by the restrictions stated in Article X.

## **B. Determination of Seniority**

Seniority shall be determined in accordance with total District service within the bargaining unit excluding part-time service, with the exception of continuous service which began with part-time employment prior to November 5, 1983. If the seniority date is equal, the lowest of the last four numbers of the employee's social security number shall determine seniority. However, for employees hired on or after November 5, 1983, where the applicable date of hire is equal and there is previous part-time service prior to and continuous with the hourly/full-time service, the part-time service would be used to break the tie.

Effective July 1, 1986, temporary, provisional, or probationary hourly or full-time service shall not count for seniority credit except when said service immediately precedes the appointment to a permanent position in the same classification or title.

Full seniority credit shall be given to 10-month employees for any continuous service prior to August 1, 1983. Thereafter, 10-month full-time employees shall receive .8 credit per year and 10-month hourly employees shall receive .5 credit per year, provided that no additional credit shall be given for summer work performed by such employees.

After August 31, 1983, no credit shall be given for no-pay days during July and August, provided, however, that after September 1, 1989, no credit shall be given for no-pay days and leaves of absence in excess of 30 continuous days in July and August. No credit shall be given for no-pay days or leaves of absence of 30 or more consecutive days during all other months of the year after August 31, 1983, unless no-pay days or leaves of absence are due to a workers' compensation claim. Prior to September 1, 1983, no seniority credit deduction shall be made for any no-pay days or leaves of absence.

## **C. Bus Run Selection**

For bus run selection, which shall occur during the five work days prior to the opening of school, bus drivers shall select runs by seniority. Seniority shall be calculated as follows: 1.0 = 12-month, .8 = 10-month, .5 = hourly.

For the purpose of run selection only, bus drivers currently assigned to transportation of special students shall select such bus runs in accordance with seniority within such group. For all other purposes of seniority, pursuant to this article, such bus drivers shall be included in the overall Bus Driver seniority list.

Effective March 11, 1993, no other unit members shall be classified as Bus Driver of Special Students. Except as set forth below, in the event any employee so classified transfers to another job classification, such employee shall not have a right to return to the Bus Driver of Special Students classification (although such employee would have the right to return to a bus driver classification to the extent that any other bus driver would). The foregoing, however, shall not diminish the right of a Bus Driver of Special Students to return to that position while serving a probationary period and such probation is terminated by the District. In the event any employee currently classified as Bus Driver of Special Students leaves the current job classification by transfer, resignation, retirement, or termination, such position shall not be filled by any other unit member.

The starting times, hours of employment, and assignments of the full-time and hourly bus drivers shall be at the discretion of the Employer, however full-time drivers shall start between 5:30 a.m. and 7:00 a.m. Hourly drivers shall start no earlier than 5:30 a.m.

Non-scheduled runs shall be filled by full-time drivers. If there are insufficient full-time drivers to fill the non-scheduled runs, hourly drivers shall be used.

The District shall have the right to prepare bid packages for full-time bus drivers, which include run assignments and may include building cleaning assignments, and the right to prepare bid packages for hourly drivers, which include run assignments.

## **D. Handicapped Students Transportation**

When requested by the Director of Special Education and/or the Committee on Special Education, long distance transportation of a handicapped child will be provided without consideration of the seniority provisions of the contract. "Long distance transportation" shall mean transportation to outside Dutchess County and at least 40 miles from the residence of the child.

The District shall have the right to assign any student to a bus driven by a Bus Driver of Special Students.

## **E. Break in Seniority**

Seniority shall be broken by a lawful discharge or resignation.

## **F. Departments**

For purpose of seniority pursuant to this article only, the departments that shall be used are:

1. Audiovisual Technician/Electronic Technician
2. Automotive Mechanics
3. Bus Driver/School Couriers
4. Custodial Staff
5. Groundskeepers
6. Maintenance Mechanics
7. School Security Officers
8. Sewage Treatment Plant Operator

## **G. Layoff**

When it becomes necessary to reduce the work force, the last person on the seniority list by department will be laid off first.

## **H. Recall**

An employee shall be eligible for recall into the position from which layoff occurred for a period of four years from the time of such layoff. In the event of recall, the excessed employee shall be given notice of recall by registered or certified mail, sent to the address last given by the employee. Within the seven calendar days after tender of delivery of the employee's to such address, the employee must notify the Employer of his/her intent to return to work and must actually report to work within seven calendar days after date of tender of delivery of the recall notice, unless it was mutually agreed, in writing, that the employee need not return to work within this time period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

In the event a unit opening arises in a position for which one or more laid-off employees are qualified and such position is not filled through the normal posting procedure within the unit, all such qualified laid-off employees shall be notified of such opening. The laid-off employee with the highest seniority accepting the opening shall be given the position. Upon layoff, an employee shall give to the Human Resources Office two telephone numbers, if available, for the purpose of contact in the event of an opening pursuant to this paragraph. Following telephone notice to the Union, a period of two consecutive business days will be used by the District to make a reasonable effort to notify the employee of the opening. The Union shall have the right to contact said employee(s) simultaneously. The District's effort to contact the employee shall not be grievable. Final selection under this paragraph shall be made in conjunction with the Union within three consecutive business days (including the aforementioned two consecutive business days). Each employee on layoff shall be limited to one refusal for a temporary non-recall position and one refusal for a permanent non-recall position under this paragraph. Any unit member accepting a position under this clause will not forfeit his/her recall rights.

## **I. Seniority List**

A seniority list will be prepared by the District twice a year by department with a master list prepared each year if needed.

## **J. Posting of Vacancies**

Any vacant positions included in the unit shall be posted at job locations no less than ten calendar days before the position is filled. The President of the Union shall receive prior notification no less than one day before such position is posted. If the vacant position is a position other than a competitive class civil service position, the qualifications shall be listed. The President shall be notified of the filling of a vacancy in the unit immediately after publication of Board minutes.

Non-probationary employees shall be entitled to a maximum of one non-Employer-initiated transfer per year from one custodial position to another or from a custodial to a non-custodial position, except in the event of:

- a) promotions
- b) a transfer from another shift to the 1st shift
- c) an employee in a position in the 1st shift, prior to such position becoming permanent, which had been posted as "temporary - may become permanent", where such employee has had no other non-excepted transfer during the year
- d) an employee whose only transfer during the year had been into a 1st shift position, which had been posted as "temporary - may become permanent," where such position did not become permanent and the employee returned to his/her prior position
- e) an employee who has transferred because of medical necessity and where the second transfer within a year is to enable the employee to return to the employee's original position, and

f) subject to Article X, Section C(1)(b)(5).

A promotion shall be defined as a change in position resulting in a higher salary on the salary schedule, except where such higher salary results from a change in shifts.

An employee promoted into a position out of the bargaining unit who returns during his/her provisional or probationary period shall have the right of return to the job classification from which he/she transferred out of the unit, but not to the job location.

Employees on probationary, provisional, or non-permanent status shall not have the right to bid on any posting within the same job classification in which such status is held. "Non-permanent" status shall mean an employee from one classification filling a temporary position in another classification.

#### **K. Job Security**

No hourly or full-time employee employed as of July 1, 1988 shall be laid off or reduced in hours for the life of this Agreement, except for just cause discharges, it being understood that this provision does not guarantee any individual any specific job.

Effective July 1, 2002, the District shall employ a minimum of fifty (50) combined full-time 12-month Bus Drivers and Bus Drivers Spare, six (6) Custodian floaters, and twenty-five (25) full-time 10-month Bus Drivers and Bus Drivers Spare.

Effective December 3, 2007, the District shall have the option of establishing a second shift of up to seven (7) full-time 10-month Bus Drivers.

#### **L. Summer Employment**

##### **1. Posting and Application**

By no later than June 15, the District will post the number of casual summer positions that will be needed, stating the hours and number of days to be worked. Ten-month employees shall have the opportunity to apply for these jobs and selection will be made by seniority. Applications must be made within five (5) working days of such posting. In the event that an insufficient number of WFW applicants have applied for and accepted a casual summer position, pursuant to past practice, the District may hire an individual from outside the bargaining unit.

##### **2. Compensation**

Compensation for summer employment for the first fifteen (15) employees hired each summer shall be at the hourly rate for which such employee is otherwise employed in the District. If one or more of the employees who were appointed as one of the first fifteen (15) employees hired each summer and paid in accordance with this provision leaves their position within the first ten (10) working days of a posted six-week summer period or fifteen (15) days in a posted eight-week summer period, another employee shall be appointed by seniority to fill such vacancy and compensated at the hourly rate for which such employee is otherwise employed by the District. All other employees working summer employment shall be compensated at the rate of \$13.00 per hour. This clause shall be subject to review at any time prior to June 15<sup>th</sup> of the appropriate school year.

##### **3. Assignment**

The District shall have the right to assign summer casual workers on an as needed basis except as limited by Article XVI, Section A.

#### **M. Placement of Physically Disabled**

Where, due to medical reasons, an employee becomes physically disabled to perform the duties of his/her present job title, the District, at its sole discretion, subject to Union approval and subject to the laws of Civil Service, may place the employee into a different job title, the duties of which the employee is able to perform.

#### **N. Subcontracting**

Prior to subcontracting work of the type that has not been subcontracted before July 1, 1986, the District will obtain competitive bids from outside contractors. Such bids will be compared with the cost of doing the work by members of the Union and the District will determine if it has sufficient personnel to perform such work in addition to the other work that is



then scheduled. The estimated cost of doing the work with unit members will include the costs of fringe benefits and supervision. Grievances hereunder, as to work of the type which has not been subcontracted before July 1, 1986 and which the District is now attempting to subcontract out, shall be subject to resolution pursuant to the procedures set forth in Article V without regard to Section B.

#### **ARTICLE 4 - DECLARATION OF PLEDGE OF NO-STRIKE POLICY**

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employee, the Union does hereby affirm that it shall not strike against the school system, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

##### **A. Grievance Defined**

A grievance shall be a complaint by any employee in the unit, or by a group of employees in the unit or by the Union that there has been a violation, misinterpretation, or inequitable application of any provision of this agreement in regard to him, her, them, or it.

##### **B. Policies**

Policies, rules, and regulations of the Board or its agents, not governed by the terms of this Agreement, shall be grievable through Stages I - III and may be processed through arbitration as contained herein; however, said arbitration shall be advisory only.

##### **C. Grievance Stages**

A grievance shall be processed in the following stages:

1. Stage I: An aggrieved party shall present a grievance to the Director of Facilities & Operations, Supervisor of Transportation, the Purchasing Agent, the School Lunch Director, or the Coordinator of Libraries/Technology, as appropriate, who shall render a written determination to the aggrieved party within a period of ten (10) days.
2. Stage II: Within five days of the disposition of the grievance at Stage I, the grievant may appeal to the Superintendent of Schools or his/her designee.
3. Stage III: Within fifteen days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.
4. Stage IV: Within fifteen days after the disposition of the grievance at Stage III, the Union may submit the grievance to arbitration.

##### **D. Meeting Notice**

A meeting of the parties for the purpose of presenting mutual positions shall be held on three days notice at Stages I, II, and III within ten days of the receipt of the grievance at those stages. A written decision with supporting reasons shall be rendered to the grievant and the Union in each instance within ten days of such meeting. The grievant shall also have the right to appeal to the next stage if no meeting is held within the time allowed or if no decision is rendered within the time allowed.

##### **E. Stage IV: Arbitration**

If the aggrieved party is not satisfied with the decision at Stage III, the Union may submit the grievance to arbitration within fifteen days of the decision at Stage III.

The following arbitrators are designated as arbitrators for the life of the agreement and shall be assigned on a rotational basis provided that the arbitrator shall be available within sixty calendar days.

1. Richard Adelman
2. Dennis Campagna

3. Howard Edelman
4. Susan Mackenzie
5. Martin Scheinman
6. Jeffrey Selchik

The decision of the arbitrator shall be final and binding, except as set forth in Section B above, upon all parties and shall be rendered within thirty (30) days of the close of the hearing.

The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

#### **F. Free Access**

An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

#### **G. Representation**

An employee shall have the right to be represented in each stage of the procedures by a person or persons designated by the Union.

#### **H. Confidentiality**

All hearings shall be confidential.

#### **I. Group Grievances and Actions of the Board of Education**

If a grievance affects a group of employees or appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage II described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage III.

#### **J. Informal Resolution**

Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Union. In the event that any grievance is adjusted without the formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall in all respects be final. Said adjustment shall, in no event however, create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

#### **K. Discipline/Discharge**

1. No employee shall be discharged or disciplined in any manner without just cause, it being understood that said provision applies only to those employees who have completed a 26-week probationary period and those employees who have not completed said probationary period shall have no right to enforce this provision through the grievance procedure of the Agreement. Disciplinary letters placed in an employee's file shall be removed after three years unless removed earlier.
2. For disciplinary grievances, the grievant shall elect to pursue his/her rights under this agreement or by statute but the election of one remedy shall preclude the use of the other.
3. In the event of a suspension or discharge, arbitration shall be held within twenty (20) days of the request for same and a decision shall be rendered within fourteen (14) days.

#### **L. Time Limitation**

No grievance as described herein will be entertained, and such grievance will be deemed waived, unless the grievance is forwarded at the first available stage within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based.

#### **M. Expeditious Processing**

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all

parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

#### **N. Discontinuance**

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

#### **O. Preparation and Processing**

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of work activity in any phase of the grievance procedure.

### **ARTICLE 6 - SEPARATION FROM EMPLOYMENT**

Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting. Accrued benefits shall be included in such payments.

Upon separation from employment, prior to issuance of the final paycheck the employee shall return to his/her immediate supervisor all school property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof.

### **ARTICLE 7 - EQUIPMENT**

#### **A. Defective Equipment**

The Employer shall not require any employee to, nor shall any employee, take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

All equipment that is, in the judgment of the head mechanic, not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

#### **B. Reports**

Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by the head mechanic and the defect repaired or declared not to exist by the head mechanic.

#### **C. Vehicle & Traffic Law Violations**

The Employer agrees to reimburse an employee for the payment of fines levied against an employee as a result of defective equipment in or on a school bus being operated by the employee. Each driver shall be required to inspect his/her vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicles Commercial Driver's Manual. The Employer shall not be liable for any fine imposed for defective equipment in the event an employee does not make such inspection.

### **ARTICLE 8 - UNIFORMS**

The District will supply uniforms for all full-time employees, except bus drivers and school security officers, on the following basis:

Seven (7) shirts and pants to each employee, which will include golf style shirts.

Three (3) jackets to each employee.

Automobile and maintenance mechanics shall receive eleven (11) shirts and pants in addition to five (5) coveralls.

The District will supply uniforms for all school security officers on the following basis:

- Two (2) blazers.
- One (1) winter jacket.
- Four (4) short-sleeved polo shirts.
- Three (3) long-sleeved polo shirts.
- Three (3) pair of gender-specific pants.

The District shall maintain the repair and cleanliness of the coveralls. After normal wear and tear, the old garment will be exchanged for a new, similar garment. The mechanics shall receive a yearly stipend of \$130.00 for uniform maintenance. Other employees receiving uniforms shall receive a yearly stipend of \$80.00 for uniform maintenance.

All employees to whom uniforms are issued shall wear the complete uniform while on duty or carrying out the duties assigned to them. The uniforms will be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. Loss or damage to the uniforms other than normal wear and tear will be paid for by the employee to whom the uniform is issued.

Lockers shall be furnished free of charge for garage mechanics only.

The Employer will provide and maintain at its expense three sets of foul-weather gear at each garage.

In addition, auto mechanics will be furnished with cloth baseball-type caps, as needed.

## **ARTICLE 9 - PAY PERIOD**

### **A. Work Week and Pay Day**

All employees covered hereunder shall be paid every two weeks (on Friday) in installments based upon their annual salary (26 installments for 12-month employees, and 22 installments for 10-month employees). The time cut-off for attendance, dockings, extra hours, and overtime purposes shall be midnight of the Friday two weeks prior.

When the regular pay day falls on a Holiday, the Employer shall pay the employee on the last banking day immediately preceding the holiday.

The Employer shall make arrangements with a local bank to cash checks on any pay day.

### **B. Errors and Corrections**

If a paycheck is incorrect due to an error made by the District by more than sixty dollars (\$60.00) because of a regular paycheck error or ninety dollars (\$90) because of an overtime error, the error will be corrected at the earliest possible time, which shall be no later than the close of business the following day (except where the last paycheck in the month is not paid on the last day of the month, in which case the adjustment shall be made in the paycheck following provided the error does not reduce the paycheck below the normal weekly amount).

Errors for less than the above stated amounts due to an error made by the District shall be corrected the following pay period providing the employee has reported the error to his/her supervisor or designee by the end of the first business day following the pay day. The District will be responsible for minimizing clerical errors.

### **C. Payroll Information**

Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

## **ARTICLE 10 - JOB DUTIES AND CLASSIFICATIONS**

### **A. Assignments**

An employee in one job classification or division of the system may be used in another job classification or division only if no work opportunities are lost by employees normally performing work in that job classification or division to which an employee is transferred. Involuntary assignments shall occur only in emergency situations. Temporary transfers within the same job category will be permitted only at the option of the District.

## **B. Damage**

An employee assigned work out of his/her regular job classification shall not be responsible for damage caused as a result of his/her lack of knowledge in performing the assigned duties, provided such damage does not result from a willful destructive act.

## **C. Custodial Transfer**

### **1. Employee Initiated**

a) When a vacancy for a permanent position occurs for a custodial position, a custodian, by seniority, will be given the first right of refusal for the position. The vacancy must be posted by the District for a period of not less than ten (10) calendar days.

b) 1. When a custodian requests a transfer, any custodian, by seniority, requesting to fill the position of the custodian making such request will be given first right of refusal. The District will post the position of such custodian requesting transfer not less than ten (10) calendar days prior to the filling of the position.

2. The District retains the right to terminate the transfer process prior to appointment if either person involved in the transfer is not acceptable to the District. A statement of the reasons for the termination of the transfer process will be given in writing to the Union, together with the notice of such termination in each such instance. Such rejection is not grievable.

3. The custodian requesting the initial transfer will retain the right to reject the transfer prior to the appointment.

4. No more than one transfer at a time will be processed.

5. There will be no more than one transfer request per individual in a two-year (2-year) period.

### **2. District Initiated**

a) Custodians transferred for negative just cause reasons will be subject to the following procedure:

1. The custodian will meet with the appropriate administrator or supervisor to discuss the reason for counseling. A letter of counseling may result.

2. If a second infraction for the same or similar reason during a one-year period occurs, a meeting with the appropriate administrator will be held to discuss the infraction. A letter of warning may result from this meeting.

3. If a third infraction occurs for the same or a similar reason, the custodian may be subjected to an involuntary transfer upon notice to the Union and a statement of reasons for the transfer.

4. At all stages of this proceeding, an employee will be entitled to Union representation. The meetings for all stages will be held at a time mutually agreeable to the District and the Union.

5. When an involuntary transfer is effectuated, the District shall place the individual in accordance with the following options:

a) The District shall designate the individual's position as a transfer position. Any other custodian in the District may apply for such position and selection from among the applicants will be made in accordance with seniority. The District retains the right to terminate the transfer process prior to the appointment if either person involved in the transfer is not acceptable to the District. Such rejection is not grievable. In such an event, the District may then resort to the procedures outlined below under (b), (c) or (d).

b) Each school in the District shall be classified as an A or B school. The A schools are all secondary schools plus Myers Corners and Gayhead Elementary. The B schools are all elementary schools except Myers Corners and Gayhead. The District shall have the option of transferring the employee into a position in either classification and the person with the lowest seniority in the school classification selected shall be transferred to the subject employee's position.

c) The District may wait for the next appropriate opening and place the subject employee in such opening.

d) The subject employee's assignment shall be designated by the District in accordance with such employee's Civil Service job title.

6. Employees involuntarily transferred shall not have the right to transfer out of the position into which he/she was involuntarily transferred for a period of two (2) years, provided however that where an employee is involuntarily assigned under (5) above, such employee shall not have a right of transfer out of such position for a period of six months.

7. In the case of an involuntary transfer, the Union will be given not less than three (3) work days notice of such transfer.

8. Involuntary transfers shall be subject to the grievance procedure provided, however, that upon the District making an involuntary transfer, such grievance shall be referred directly to arbitration.

### **3. Posting**

Postings under this section shall include the following wording: This posting may be withdrawn.

### **D. Prior Position Rights**

1. In the event that a unit employee is promoted or transferred to another classification, such employee shall have the right to return to the original position prior to the conclusion of the probationary period if the new position is eliminated or if the employee is discharged from the new position due to inability to perform the work or if the employee elects to return to his/her former position.

2. The encumbered position will be posted as "Temporary - may become permanent at a later date."

3. No employee may be denied the right to a transfer or a promotion or to return to a prior position pursuant to these provisions without just cause except as provided in Article III, Section A. In the event of a grievance, it shall be expedited directly to arbitration.

### **E. Probationary Period**

1. Upon successful completion of a 26-week probationary period, an employee who changes from one job classification to another shall be subject to a 12-week probationary period.

2. In the event an employee voluntarily changes job classification and, thereafter, during the probationary period of such new position again voluntarily changes to yet another job classification, such employee's right to return to the original position shall not extend beyond the probationary period of the first transfer.

### **F. Temporary Status**

In no event shall temporary service count toward any probationary period except as provided in Section D "Prior Position Rights" above, nor shall it entitle the employee to any benefits for such period except earned sick leave days and paid Holidays as they occur, provided, however, that where a probationary period immediately follows such temporary service, such temporary service shall be credited as employment time for the purposes of seniority and vacation accrual in the same manner as if such temporary service had been probationary service.

### **G. Job Qualification Upgrade Procedure**

#### **1. Notice to President and Posting**

When the District upgrades Civil Service required qualifications, such qualifications will be forwarded to the Union President and posted.

#### **2. Employee in Position**

When the District upgrades Civil Service required training or education qualifications, employees currently employed in such position must be given enough advance notice in order to acquire the upgraded qualifications. The District will offer such

employees the opportunity to take, and such employees shall take, such training. The District will reimburse the cost of the initial training to such employee upon successful completion of course attendance and upon receipt of certificate, if provided.

### **3. New Position or Vacancy**

When an upgraded position is posted as a result of a new position or vacancy and enough advance notice cannot be given to meet the qualifications, the District will fill the position by seniority of those who qualify under the new qualifications. If no unit employee meets the new qualifications, the District will fill the position under the prior qualifications and the District will train as in paragraph (2) above. However, if the employee fails to successfully complete the initial training, the employee will be reassigned to his/her former position.

### **4. Driver Pre-Qualifications**

The District and the Union agree that the Bus Driver Basic Training Course required by SED is a pre-employment condition for all bus drivers hired by the District.

The District shall provide a list of the times and places said training course is to be offered and each prospective employee or active employee taking the training shall be expected to complete the course on their own time and without compensation from the District.

### **H. School Security Officers**

No later than February 3, 2008, the District and the Union will meet to discuss the job duties of School Security Officers.

## **ARTICLE 11 - VACATIONS**

### **A. Twelve-Month Full-Time Employees**

#### **1. Pre-January 1, 1990 Hires**

Vacation for full-time employees hired prior to January 1, 1990 will be three weeks after one year of employment, four weeks after seven years of employment, five weeks after fifteen years of employment, and six weeks after twenty years of employment.

For the purposes of computing vacation time for full-time employees hired prior to January 1, 1990, all employees whose employment commenced between July 1st and September 15th shall be deemed to have completed one year of employment on June 30th of the following year and each additional year of employment shall be computed from that date.

Full-time employees hired prior to January 1, 1990 who started their first year after September 15th shall have completed one year on their anniversary date except that the employee may use, in the summer prior to their seventh, fifteenth, or twentieth anniversary, additional vacation time based on the following:

<b>If hired between</b>	<b>Additional days to be taken in summer prior to anniversary date</b>
<b>September 16 and November 15</b>	<b>3</b>
<b>November 16 and January 15</b>	<b>2</b>
<b>January 16 and March 15</b>	<b>1</b>

#### **2. Post-January 1, 1990 Hires**

Vacation for full-time employees hired after January 1, 1990 will be two weeks after one year of employment; three weeks after seven years of employment; four weeks after fifteen years of employment, and five weeks after twenty years of employment.

#### **3. "Employment" Defined**

"Employment" as used in paragraph (1) and (2) above shall mean hourly or full-time employment in the unit.

### **B. Ten-Month Full-Time and Hourly Employees**

Ten month full-time and hourly employees hired prior to January 1, 1990 will receive an additional week's pay in lieu of

vacation in the last paycheck in June.

### **C. First Year Employees**

For employees hired in the unit after July 1 and before June 30, vacations will be pro-rated for the first year. If an employee is hired after July 1 but before February 1 during the first year of employment he/she will accrue a full year of service credit towards subsequent vacation time. If an employee is hired after February 1 but before June 30 during the first year of employment he/she will accrue no service credit towards subsequent vacation time.

### **D. Notification**

Notification of earned vacation time will be provided by the Business Office and will be available for use on July 1 following the date of hire and each subsequent year.

### **E. Vacation Use**

1. Unless otherwise agreed upon by the supervisor and employee, vacation will be taken during July and August with the understanding that all employees must return to work on Monday of the first full week prior to opening of school. It is further agreed that all employees may take up to ten (10) days of their vacation on non-school days during the course of the school year subject to department needs and for which permission will not be unreasonably withheld. This paragraph shall not apply to Groundskeepers, Maintenance Mechanics, and Automotive Mechanics, whose vacations may be taken throughout the school year subject to the reasonable needs of the District.

2. Vacation time must be taken in half day increments unless otherwise approved by the District.

3a. Vacation requests, for the first, second, and third choice, for the following school year must be submitted on a form provided by the District no later than April 1 of the preceding school year. Vacation requests submitted by that date shall be honored by the District in accordance with the reasonable needs of the District. Where conflict exists between the requests of two or more employees, final selection shall be made on the basis of seniority.

b. Vacation applications submitted for a given school year after April 1 of the prior school year shall be granted in accordance with the reasonable needs of the District and shall be governed by the following seniority conditions:

1. Such a vacation request may be superseded by a conflicting vacation request from an employee with greater seniority only if the conflicting request with greater seniority is submitted more than sixty (60) days prior to the vacation date in question.

2. A multiple date vacation request shall be deemed to be a single request and shall be governed by the commencement date of the vacation.

4. During any given week, the maximum number of employees on vacation, at the discretion of the supervisor, shall be as follows:

- no more than one-half of the custodial staff in any given building
- no more than one-half of each trade of the maintenance mechanics
- no more than one-third of the groundskeepers.

5. Supervisors shall make arrangements so that summer vacation shall not be unreasonably denied in equitable amounts to any employee because of the above-mentioned limitations.

## **ARTICLE 12 - HOLIDAYS**

All employees covered hereunder shall be entitled to fifteen paid Holidays (fourteen for ten-month employees) during each year of this agreement. The Union shall be consulted before the Holiday schedule is put into effect.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Entitlement



Employees covered hereunder shall be entitled to the following sick leave provisions:

First year of service to tenth year of service: 10 days (11 days for full-time 12-month employees)

Tenth year of service and beyond: 11 days (12 days for full-time 12-month employees)

## **2. Accumulation and Bonus**

Sick leave shall accumulate to an unlimited amount. On July 1st of each year, unused sick leave from the prior year will be in addition to that which has already been accumulated. Any employee who uses five days or less sick leave a year, not including days to join the sick bank, shall be paid a bonus of \$400. When employees are transferred from full-time to hourly or vice versa, sick leave accumulation shall be converted on a pro rata basis.

## **3. Doctor's Certificate**

A Doctor's certificate may be required in the event of illness. It is not the intent of this clause to require a Doctor's certificate in the event of each and every illness in the unit. It is the intent of this clause to enable the District to monitor sick leave and to prevent the abuse of the sick leave policy by individuals. Where an individual feels the District is abusing this clause, he/she shall have the right to grieve.

## **4. Family Sick Leave**

Five (5) days may be taken from sick leave for family illness.

## **5. Sick Leave Usage**

Sick days may not be used in less than half-day increments unless approved by the District in advance.

## **6. Return from Disability Leave**

An employee returning to work from a disability leave shall notify his/her supervisor of the intended date of return. Said notice shall be received by the Employer five (5) days in advance of the expected date of return. In the event the five (5) work day notice has been given by the employee and the Employer is unable to schedule a physical by its designated physician within that period of time, the employee shall suffer no loss of pay or benefits as a result.

## **B. Sick Leave Bank**

### **1. Employee Participation**

a) Each employee eligible for sick leave willing to participate in a sick leave bank shall submit to the District a waiver of two days of the employee's sick leave. Only employees who shall contribute to the bank shall be eligible to receive time from the bank.

b) All employees who wish to participate in the bank shall contribute two days of sick leave within thirty days of hire. Any individual who has no sick leave accumulated at the time the bank is renewed shall be permitted to borrow two days leave from future leave in order to participate in the bank.

c) Employees who elect not to join the bank within the time specified above shall not be eligible to join the bank until it is renewed.

### **2. Administration of Bank**

a) The bank shall be administered by a committee of trustees consisting of two administrators appointed by the Superintendent of Schools and two employees appointed by the Union who shall act upon withdrawals and who may develop rules not inconsistent with this provision or agreement. Withdrawals from the bank shall be limited to employees who are involved in extended illnesses or accidents who have exhausted their sick leave time. The decision of the trustees shall be final and binding; however, any applicant who has been denied bank days shall have the right to appeal for reconsideration to the sick bank committee.

b) Each instance of bank use must be approved by a majority of the committee and in the event of a tie, a fifth party, selected by the trustees will render a decision.

c) The rules of the bank are affixed to this agreement.

### 3. Renewal

a) The sick bank shall be renewable, not more than once a year, within thirty days after the bank falls below ninety days in the manner set forth in (1)(b) above, except that the thirty-day period for then current employees shall commence with the date upon which the bank fell below ninety days.

### 4. Employee Use

a) Any individual who is using the bank at the time the bank becomes exhausted or who has used the bank in a given year and has no remaining sick leave shall be entitled to bank days until such time they have additional sick leave available whereupon they shall contribute two days to remain eligible.

b) An individual shall not be eligible for consideration by the sick bank until such time as he/she shall have been absent for thirty calendar days due to extended illness or accident unless the first day of illness commenced with hospitalization.

c) Medical proof of illness is required.

d) The sick bank trustees may require an applicant to be examined by a trustee-chosen physician.

e) Participating individuals may draw double the amount of sick time they had credited to them at the time of the illness for which they are to receive sick bank days. No participant shall draw more than one year per injury or sickness. New employees and hardship cases shall be reviewed by the sick bank committee and exceptions in these cases may be made to the above at the discretion of the committee.

f) Sick bank use shall be granted only for the personal illness of the employee.

g) If an individual receives sick bank days and workers' compensation, the individual shall return to the District workers' compensation benefits so as to enable the District to refurbish the bank with the amount of days equivalent to the workers' compensation benefits.

### 5. District Contribution

When an employee resigns employment with the District under circumstances other than those dealt with in Article XIII, Section E below, or where disciplinary action has not been taken or threatened, and where such employee has unused sick leave, the District will contribute up to 10 days of such sick leave into the sick leave bank to a cumulative maximum contribution in any school year of 50 days.

### C. Bereavement Leave

All employees shall be entitled to five consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for a death in the family, i.e., parents, grandparents, children, brother, sister, spouse, and in-laws. Employees may be granted one day of bereavement leave for the purpose of attending the funeral of a former spouse provided there are living minor children.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

### D. Personal Leave

All employees covered hereunder shall be entitled to two personal days absence each year without reason, without loss of compensation or deduction from accumulated vacation credits, except immediately before or after a Holiday unless approved by the District. The employee shall give at least two days' notice of the need for such personal days except in the event of an emergency, the nature of which shall be provided by the employee. A third personal day for emergency reasons shall be granted at the discretion of the Superintendent or his/her designee, such day to come from accumulated sick leave.

Personal days must be taken in not less than half-day increments unless otherwise agreed to in writing by the District in any given instance.

### **E. Sick Leave Conversion on Retirement**

Any employee who retires from the District shall be compensated at the rate of two (2) days pay for every five (5) days unused sick leave to one hundred fifty (150) days and three (3) days pay for every five (5) days unused sick leave thereafter at their daily rate of pay at retirement. No employee shall be compensated for any sick leave accumulation above two hundred fifty (250) days.

For an employee to be eligible, they must have accumulated a minimum of fifty (50) days prior to the year they elect to retire.

This clause shall not be applicable to any employee in the unit hired after February 1, 1987.

### **F. Emergency Closings**

On days when schools are closed early due to emergency conditions or inclement weather, if the District releases individuals in a job classification within the unit early, those individuals in the same job classification and on the same shift who are required to stay shall receive time-and-a-half from the time the other employees are released. If employees are released at different times, the employees who are required to remain should be paid time-and-a-half from the time the employees who are most similarly situated to them are released.

## **ARTICLE 14 - MEAL ALLOWANCE AND LODGING EXPENSES**

All employees assigned to trips shall be paid the following meal allowances and lodging expenses when required to layover because of the nature of the trip or breakdown of equipment or when the driver is out of the immediate area at meal time because of extended trip:

### **MEAL**

Breakfast	\$ 5.00
Lunch	10.00
Dinner	<u>15.00</u>
TOTAL	\$30.00 per day

For employees on trips of 24 hours or more duration, or on overnight trips, the following meal allowance schedule shall apply:

### **MEAL**

Breakfast	\$ 7.00
Lunch	10.00
Dinner	<u>18.00</u>
TOTAL	\$35.00 per day

However, the driver shall not be entitled to meal allowance if he/she is on a regularly scheduled trip commenced between the hours of 4:30 p.m. and 5:30 p.m. or on a special trip commenced later than 6:00 p.m. In the event that a special activity trip commenced prior to 4:30 p.m. terminates after 6:00 p.m., the driver thereon shall be entitled to the dinner allowance. In the event that a special activity trip commences prior to 6:30 a.m., the driver thereon shall be entitled to the breakfast allowance.

All drivers will be paid an appropriate meal allowance in accordance with the schedule herein for any activity run within the school district commencing 9:00 a.m. or later when such activity run has not been completed prior to the normal meal hours.

Employees shall be reimbursed for reasonable expenses incurred in lodging in connection with this provision.

Any employee performing work of an emergency nature after six consecutive hours or during normal meal time shall be paid the meal allowance shown herein.

Meal allowances and lodging expenses will be paid quarterly or when in excess of \$50.00. Tolls and parking fees will be paid in cash upon presentation of receipts.

## **ARTICLE 15 - HEALTH, WELFARE, AND PENSION PLANS**

### **A. Health Insurance**

The District shall provide medical, surgical, and hospitalization individual or family plan coverage as selected by each

employee, including retired employees, subject to the limitations of subsections 1 through 8 below, under the Dutchess Educational Health Insurance Consortium Alternative PPO or HMO hospitalization plan. Access to the optional hospitalization insurance plans, such as MVP and CDPHP, shall continue. To qualify as a retiree, the employee must have ten years of service to the District as a unit member and retire with the New York State & Local Retirement System or, for those employees who are not System members, be otherwise eligible for a service retirement under System rules had they joined the System.

1. For employees hired on or before September 20, 1994: Such coverage shall be provided at no cost to the employee through June 30, 2007, at \$600 per year effective July 1, 2007, at \$700 per year effective July 1, 2008, and at \$800 per year effective July 1, 2009; however, upon retirement, such coverage shall be provided at no cost to the employee.
2. For full-time employees hired after September 20, 1994 through April 19, 1999: The District shall contribute an amount not to exceed the cost of the lowest-priced DEHC or HMO individual plan for those employees enrolled for individual coverage or an amount not to exceed the cost of the lowest-priced DEHC or HMO family plan for those employees enrolled for family coverage. The employee shall in addition make a contribution toward the cost of coverage of \$600 per year effective July 1, 2007, \$700 per year effective July 1, 2008, and \$800 per year effective July 1, 2009; however, upon retirement, the employee shall no longer make such additional contribution.
3. For hourly employees hired after September 20, 1994 through April 19, 1999: The District shall contribute an amount not to exceed the cost of the lowest-priced DEHC or HMO individual plan. The employee shall in addition make a contribution toward the cost of coverage of \$600 per year effective July 1, 2007, \$700 per year effective July 1, 2008, and \$800 per year effective July 1, 2009; however, upon retirement, the employee shall no longer make such additional contribution.
4. For full-time employees hired after April 19, 1999 through December 3, 2007: The District shall contribute through June 30, 2007 an amount not to exceed 95% of the cost of the lowest-priced DEHC or HMO individual plan for those employees enrolled for individual coverage or an amount not to exceed 95% of the cost of the lowest-priced DEHC or HMO family plan for those employees enrolled for family coverage. The District contribution shall decrease to 93% effective July 1, 2007, 92% effective July 1, 2008, and 91% effective July 1, 2009. Upon retirement, the employee shall continue the premium contribution percentage in effect at the time of retirement.
5. For hourly employees hired after April 19, 1999 through December 3, 2007: The District shall contribute through June 30, 2007 an amount not to exceed 95% of the cost of the lowest-priced DEHC or HMO individual plan. The District contribution shall decrease to 93% effective July 1, 2007, 92% effective July 1, 2008, and 91% effective July 1, 2009. Upon retirement, the employee shall continue the premium contribution percentage in effect at the time of retirement.
6. For full-time employees hired after December 3, 2007: The District shall contribute an amount not to exceed 91% of the cost of the lowest-priced DEHC or HMO individual plan for those employees enrolled for individual coverage or an amount not to exceed 91% of the cost of the lowest-priced DEHC or HMO family plan for those employees enrolled for family coverage. Upon retirement, the employee shall continue the premium contribution percentage in effect at the time of retirement.
7. For hourly employees hired after December 3, 2007: The District shall contribute an amount not to exceed 91% of the cost of the lowest-priced DEHC or HMO individual plan. Upon retirement, the employee shall continue the premium contribution percentage in effect at the time of retirement.
8. School Security Officers: School security officers who have retiree health insurance from another source shall not be entitled to health insurance benefits of any kind.
9. Dual Coverage: As of November 2, 1994, no unit employee or retiree may be covered under more than one health insurance plan provided by the District. However, employees covered by dual family coverage prior to November 2, 1994 shall receive an annual buy-out in the amount of \$2,500. A bargaining unit employee who is employed by the District prior to November 2, 1994 who marries another District employee shall be eligible for an annual buy-out as provided by section B of this Article.

#### **B. Shared Savings Plan**

Each employee, other than school security officers, who have retiree health insurance from another source, who can demonstrate proof of comparable alternate coverage shall have the option of applying for the benefits hereunder and shall execute all documents necessary in connection herewith.

Upon approval of the employee's application hereunder, the employee will not be eligible to receive the health insurance benefits provided above and shall receive, in lieu thereof, the sum of \$1000 per annum if such employee had family or two-person coverage or \$500 per annum if such employee had single coverage. Half of such sums will be paid in February and half in June. Effective September 20, 1994, new hourly employees will only be entitled to the \$500 per annum payment.

An employee having withdrawn pursuant to this clause, may rejoin the plan only upon the repayment to the District of all sums paid to the employee during the then current school year.

The purpose and intent of this clause is to enable the District to save money on the cost of health insurance benefits and to enable the employee to share in those cost savings. Where a dispute arises in reference to this clause, it will be resolved in furtherance of such mutual purpose and intent.

### **C. Retirement**

The benefits of the New York State Employees Retirement System plans set forth in Section 75i, Article 14 and Article 15, shall be provided for all eligible employees.

### **D. Life Insurance**

The Employer shall provide all employees covered by this agreement with a life insurance policy in the sum of \$2,500.00 with double indemnity for accidental death. Such insurance will be discontinued when the employee is covered by a minimum amount of \$2,500.00 in death benefits under the New York State Employees Retirement System.

### **E. Welfare Trust Fund**

The Union Welfare Trust Agreement established for the purpose of providing unit members with benefits such as dental, life, optical, and long-term disability insurance shall be funded by the District at the annual rate of \$600 per full-time and hourly unit member employed as of each July 1. Such funding shall occur during each July, except the District shall make pro rata contributions for those employees hired between July 1 and October 1 during each October. The annual rate of contribution shall increase to \$700 effective July 1, 2007, \$925 effective July 1, 2008, and \$1,150 effective July 1, 2009, with pro rata contributions for those employees hired between July 1 and January 1 payable in January of each year.

After applicable taxes and deductions, the 2007-08 retroactive pay of any unit member hired before July 1, 2007 shall be reduced by \$300, which shall then be remitted to the Union Welfare Trust.

An annual accounting shall be rendered to the District setting forth source and amounts of income received and monies expended. Copies of all policies provided through the trust shall be immediately furnished to the District, together with copies of any amendments thereto.

The District's liability under this clause shall be limited solely to the payments required pursuant to the first paragraph hereof.

## **ARTICLE 16 - WORK DAY, WORK WEEK**

Employees in the classifications covered hereunder are required to perform their duties at various locations and differing working hours. All employees shall be required to personally record all hours worked on a time clock or other device and/or form of the District's choosing. All time shall be calculated by 1/10 of an hour. The record must reflect the employee's arrival time and departure time at any location and may include such details as the nature of the work performed, the location where the work was performed, and/or any other detail to enhance District review of work location. All employees shall be compensated for all on-duty hours, including stand-by time, at the appropriate rate of pay. The hours of employment and conditions of overtime, including overtime pay, are set forth herein for each classification.

On delayed openings or early dismissal days, all full-time bus drivers shall be required to work a school assignment to complete an eight (8) hour day. Additionally, on delayed openings, drivers shall report two (2) hours later, unless otherwise directed by the District.

### **A. Bus Driver Full-Time 12-Month, Bus Driver 10-Month 1<sup>st</sup> Shift/2<sup>nd</sup> Shift, and Bus Driver Special Students 10-Month**

The work week is Monday through Friday inclusive. Bus Drivers 10-Month 1<sup>st</sup> Shift/2<sup>nd</sup> Shift, and Bus Drivers Special Students 10-Month will work 195 days. The work day shall be eight hours, not necessarily consecutive, starting between 5:30 a.m. and 7:00 a.m. and terminating ten hours thereafter with two consecutive hours off during the day, except for Bus Drivers

10-Month 2<sup>nd</sup> Shift, whose work day shall be eight consecutive hours, starting between 11 a.m. and 12:30 p.m. and terminating eight and one-half hours thereafter, with one-half hour for lunch. For drivers not driving on non-school days during the regular school year, the work day shall start no earlier than 6:00 a.m., terminating eight and one-half hours thereafter, with one half-hour for lunch.

During summer recess, the work day shall be eight hours starting no earlier than 6:00 a.m. and terminating eight and one-half hours thereafter, with one-half hour for lunch. If the driving assignment cannot be completed within the above time frame, the work day will be ten hours with two consecutive hours off.

Bus drivers shall bid for summer driving assignments by seniority. The order of summer run selection shall be:

- a) Bus Drivers Spare
- b) All other 12-Month Bus Drivers

When driving services are not required of drivers assigned to summer driving, they shall be given general assignments through Facilities & Operations.

Those bus drivers not assigned to summer driving assignments shall be given the opportunity to bid on specific building assignments or on general assignments through Facilities & Operations. The District shall determine the number of drivers to be initially assigned to each respective building, and the number of drivers to be assigned to Facilities & Operations for general assignment.

Where, at any given time, employees less than the number of drivers initially assigned to a building are required for that building, the employees assigned to such building shall be the drivers initially assigned to work in such building (depending on the number needed), according to seniority. Except as set forth in the following paragraph, if the number of employees needed to work in such building again increases, the drivers initially assigned to such building shall be reassigned to it by seniority. Where a driver is not needed in the building of initial assignment, the District shall have the right to place such driver in other assignments on an as-needed basis, with the right of return to the initial building in accordance with the foregoing.

Where employees on general assignment to Facilities & Operations are given general assignment work (as determined by past practice) in a specific building, such presence shall not be deemed to increase the number of employees assigned to such building for the purposes of the preceding paragraph.

The District shall have the right to assign summer casual workers on an as-needed basis except as limited by the foregoing.

Overtime will be paid for all hours worked in excess of eight hours a day for all bus drivers or for all hours worked after 5:00 p.m. except for Bus Drivers 10-Month 2<sup>nd</sup> Shift. For Bus Drivers 10-month 2nd Shift, overtime will be paid for all hours worked in excess of eight hours a day or for all hours worked after 9:00 p.m. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 2,080 for 12-Month Full-Time Bus Drivers and by 1,560 for 10-Month Full-Time Bus Drivers or Bus Drivers Special Students.

#### **B. Bus Driver Spare**

The work week is Monday through Friday inclusive. The work day shall be eight hours, not necessarily consecutive, starting between 5:30 a.m. and 7:00 a.m. and terminating nine and one-half hours later with one-and-a-half consecutive hours off during the day.

Overtime will be paid for all hours worked in excess of eight hours a day or for all hours worked after 5:00 p.m. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 2,080 for 12-Month Full-Time Bus Drivers Spare and by 1,560 for 10-Month Full-Time Bus Drivers Spare.

#### **C. Automotive Mechanic (Days/Nights), Automotive Mechanic Helper (Days/Nights)**

The work week is Monday through Friday inclusive. The work day shall be eight consecutive hours with the first shift starting between 5:30 a.m. and 7:00 a.m. and with the second shift starting no later than 3:00 p.m., terminating eight and one-half hours thereafter, with one-half hour off for lunch.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular

annual salary by 2,080. Any mechanic called for snow plowing outside of their regular work schedule shall receive one hour of travel time at the overtime rate.

**D. Bus Driver Hourly, Bus Driver Hourly of Special Students (25/30 hours/week/ 10 months/ 195 days)**

The work week is Monday through Friday, inclusive of days when school is in session. The work day shall be five hours or more but no more than six hours per day, not necessarily consecutive, starting no earlier than 5:30 a.m. (subject to Article III, Section K). The sixth, seventh, and eighth hours, if worked, will be reimbursed at the regular rate of pay.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 975 (5-hour) or 1,070 (6-hour).

**E. School Courier, Maintenance Mechanic 1<sup>st</sup> Shift/2<sup>nd</sup> Shift, Groundskeeper, Sewage Treatment Plant Operator, Audiovisual Technician, Electronics Technician**

The work week is Monday through Friday inclusive. The work day shall be eight consecutive hours with the first shift starting between 6:00 a.m. and 8:00 a.m. and terminating eight and one-half hours thereafter and with the second shift starting no later than 3:00 p.m., with one-half hour off for lunch. The work day shall be 7:00 am through 3:30 p.m., inclusive of the half-hour lunch break when neither teachers nor students are in session.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 2,080.

Any groundskeeper or mechanic called for snow plowing outside of their regular work schedule shall receive one hour of travel time at the overtime rate.

**F. School Courier (10 months/ 195 days)**

The work week is Monday through Friday inclusive. On days when school is in session, the work day shall be eight consecutive hours starting between 6:00 a.m. and 8:00 a.m. and terminating eight and one-half hours thereafter, with one-half hour off for lunch.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 975.

**G. Head Custodian, Custodian-in-Charge, Custodian**

The work week is Monday through Friday inclusive. The work day shall be as follows:

Shift 1: Starting between 6:00 a.m. and 8:00 a.m. and terminating eight and one-half hours thereafter, with one-half hour off for a meal break.

Shift 2: Starting between 10:30 a.m. and 12:00 p.m. and terminating eight and one-half hours thereafter, with one-half hour off for a meal break.

Shift 3: Starting between 1:00 p.m. and 3:00 p.m. and terminating eight and one-half hours thereafter, with one-half hour off for a meal break.

Custodians hired for a third-shift position after April 19, 1999 may be hired, on an as-needed basis, on a Tuesday through Saturday basis. The Saturday shift for such employees may not necessarily coincide with the employee's Tuesday through Friday work schedule. While the work schedule shall be set upon the employee's hire, upon thirty (30) days notice under the conditions set forth below, the District may switch the employee's work schedule to Monday through Friday. The Tuesday through Saturday work schedule shall be during the school year. The summer work schedule shall be Monday through Friday, first-shift. Additionally, the contract language below, relative to the change in shifts upon thirty (30) days notice, shall remain in effect.

Additionally, third-shift custodian positions that become vacant after April 19, 1999 may be posted as flex positions as referenced above.

On non-school days when it is not a required work day for teachers, all shifts will work from 7:00 a.m. to 3:30 p.m., except for the two high schools where one third-shift custodian in each school will work from 8:00 a.m. to 4:30 p.m. The custodian assigned to the District Office shall work his/her normal hours.

On non-school days, due to school cancellations, the first shift custodians shall work their regular day. The Head (or first-shift) Custodian will notify second-shift and third-shift custodians of the closing as soon as possible. The second and third shifts shall report at 9:00 a.m. and work through 5:30 p.m. The custodian assigned to the District Office shall work his/her normal hours. Facilities & Operations will notify the Head (or first-shift) Custodian as well as the Floater and District Office custodians.

During July and August, all custodians will work from 7:00 a.m. to 3:30 p.m., except for at the two high schools where one third-shift custodian in each school will work from 8:00 a.m. to 4:30 p.m. The custodian assigned to the District Office shall work his/her normal hours.

Unless mutually agreed to by the Employer, employee, and Union, or except in the case of emergency, once the school day starting time is established for an employee at a given location for shifts 1, 2, and 3, it shall remain unchanged, except upon annual review for just cause. Where an employee's starting time is to be changed pursuant to this clause, it shall be done upon 30 days notice. The date for the first such annual review shall be July 1, 1991. Starting time, within the window, may be set by the District when a vacancy is filled. This procedure shall not be deemed to change the current practice that has been in effect in the District for covering absenteeism within a building.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered overtime. Work assignments commencing on Saturdays, Sundays, and Holidays are considered as overtime from inception of such work.

#### **H. School Security Officer (30 hours/week/ 10 months/ 195 days)**

The work week is Monday through Friday inclusive of days when school is in session. The work day shall be six consecutive hours, terminating six hours thereafter, and shall include a 15-minute break. The seventh and eighth hours, if worked, will be reimbursed at the regular rate of pay.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered overtime. Overtime rate of pay will be 150% of the hourly rate.

### **ARTICLE 17 - WAGES**

#### **A. Salary Schedule**

All employees hereunder shall receive the annual wages shown on the attached salary schedule, annexed hereto as Appendix A. Employees, exclusive of retirees, who have left the District prior to date of ratification shall receive no retroactivity.

#### **B. Step Movement**

All eligible employees hired before July 1, 1990 will move one step on July 1 during each year of the agreement.

Subsequent to June 30, 1990, employees hired between July 1 and December 31 shall be moved to the next step on July 1 of the following year. Employees hired between January 1 and June 30 shall be moved to the next step on the following January 1. Thereafter, the employee shall move to each subsequent step one year following the initial move.

However, for employees hired after December 3, 2007, those hired between July 1 and December 31 shall be moved to the next step on the second July 1 following their date of hire and those hired between January 1 and June 30 shall be moved to the next step on the second January 1 following their date of hire. Thereafter, the employee shall move to each subsequent step one year following the initial move.

#### **C. Full-Time Work Week**

All full-time employees shall work a minimum of forty hours per week, and in the event the Employer is unable to provide work for at least forty hours in any given week, the employee shall be paid his usual and regular amount of pay for working a forty hour week.



#### **D. Work Year – 10-Month Employees**

The work year for 10 month employees shall consist of the following:

2 work days prior to the first staff meeting day in September for selection of runs, safety meetings, & pre-student trial runs \*  
179 additional work days during school calendar  
14 paid holidays  
195 days total

In the event the District does not require the employee's presence for a full day on one or more of the above days, there shall be no diminution in the annual pay.

Any time worked over and above the 195 days will be paid on a per diem basis (full-time paid at the overtime rate; minimum of 3 hours on the 196th day). Ten-month employees will be notified by the District by the close of the prior school year of the two days to report prior to the first staff meeting day in September.

\* Ten-month employees other than bus drivers shall be assigned as directed by their respective supervisors on the above-mentioned days or as otherwise agreed.

#### **E. Calculation of Hourly Employee Rate**

The hourly rate for Hourly employees shall be calculated by dividing the annual salary by 975 hours (5 hours x 195 days).

#### **F. Classification Change**

Unit members who change job classifications during the life of this agreement shall not change salary schedule step as a result of classification changes.

### **ARTICLE 18 - DESCRIPTION OF DEPARTMENT SUPERVISOR**

In order to assure an orderly understanding of the authority of supervisors for job assignments and instructions, the School Board shall designate by name those persons with such authority in each department and post notice of such designations in each department.

### **ARTICLE 19 - ADOPTION OF BY-LAWS**

It is understood and agreed that any benefits provided for the employees hereunder in the by-laws of the Wappingers Central School District, currently in effect and as revised from time to time, that are greater than those contained herein or any greater benefits subsequently adopted and put into effect shall be extended to all employees covered in this agreement.

### **ARTICLE 20 - LONGEVITY INCREMENTS**

Full-time employees shall be entitled to the payment of longevity increments in addition to the normal annual pay at the commencement of ten years of service, fifteen years of service, twenty years of service and twenty-five years of service. Payment shall commence on July 1 of each school year and shall be paid in increments of \$742 in 2005-06, \$772 in 2006-07, \$801 in 2007-08, \$831 in 2008-09, and \$861 in 2009-10.

In accordance with past practice, service credit for longevity shall be based on full-time service only.

### **ARTICLE 21 - WORKERS' COMPENSATION PAYMENT**

A. Employees covered hereunder who are injured at school in the course of their employment and thus entitled to workers' compensation payments shall be compensated in the following manner:

Any payment received as workers' compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the District as long as the employee receives full salary. The employee shall be entitled to retain any workers' compensation benefits for any period for which sick leave pay is not paid or payable.

No sick leave shall be charged for the amounts of compensation returned to the School District.

**B.** An employee on workers' compensation must use all available sick, personal, and vacation time. The District shall continue to pay the health insurance premiums for three months subsequent to the full use of such time.

## **ARTICLE 22 - OVERTIME**

### **A. Overtime for Bus Drivers**

The following procedure will apply to driving assignments on overtime for Full-Time and Hourly Bus Drivers and Bus Drivers of Special Students.

The school year beginning in September will be divided into three overtime periods. First period, September, October, November; second period, December, January, February; third period, March, April, May and June. Such periods may be altered by mutual consent of the parties in order to best effectuate the purpose and intent of this clause.

One week prior to the beginning of each period, drivers will make their interest in working overtime known by signing a form mutually agreed upon by the Union and the District for the purpose of establishing an overtime list. Only listees shall initially be offered the overtime. The list shall indicate the time involved, if the driver could not be contacted, or whether the driver accepted or declined the assignment. If the overtime was declined, the list shall indicate the number of hours declined and such hours shall be included in computing for equalization purposes. There shall be a separate seniority list and assignment for emergency overtime. Overtime for the drivers who work on an emergency basis will not be part of their regular periodic overtime equalization.

The number of hours accumulated by those Bus Drivers and Bus Drivers of Special Students on overtime will be equalized to within 20% of the highest number of hours worked by any one driver during each of these periods. Should an employee sign up for overtime and not participate 50% or more of the time, that employee will not be allowed to participate in overtime during the next period.

The overtime for drivers responsible for run assignments shall not be considered in the equalization of overtime. All overtime hours of any kind worked by Bus Drivers and Bus Drivers of Special Students will be used in the periodic equalization.

All overtime assignments for Bus Drivers will be made on a seniority basis.

The amount of overtime and the number of vehicles to be used in an overtime situation shall be the prerogative of the District.

The Union and the District will meet during the second week of each period to resolve the equalization of overtime for the preceding period.

Compensatory time shall not be given in lieu of overtime hours worked.

A new run will be considered to have commenced each time a driver departs from the school with a different group of students.

If regularly scheduled runs are established after annual selection, they will be assigned by reverse order of seniority in the event they are not voluntarily selected by normal seniority.

Such overtime will be computed in quarter-hour segments and the District shall pay for each quarter hour or portion thereof worked by the employee at the overtime rate. For purposes of this paragraph, any portion of a quarter hour will be paid as a full quarter hour.

### **B. Overtime Record Keeping**

The WFW representative in charge of overtime records and assignments shall be responsible for the periodic overtime calculations necessary to equalize overtime assignments during the equalization period. The overtime records and assignments necessary to cover assigned runs on a regular basis will be made available to the District Transportation Department on a monthly basis with periodic meetings when necessary. The time necessary to perform these responsibilities shall be not less than seven and one-half (7 1/2) hours per week during the school year and two (2) hours per week during the summer recess.

The official records of the overtime assignments and equalization charts shall be maintained by the District Transportation Department.

### **C. General Overtime**

Overtime shall be rotated equitably within the employee's job classification by location and by seniority. If the overtime worked requires specific qualifications (to the extent that such qualifications are necessary as it applies to each employee assigned to the job), only those employees so qualified to perform such work will be allowed the overtime. When the classification list is exhausted for the purpose of assigning overtime, any qualified employee may be assigned overtime on a seniority basis.

An employee specifically called in to perform overtime work shall be paid a minimum of two (2) hours overtime pay. An employee who performs overtime work as a continuation of his regular working hours shall be paid at overtime rates only for the overtime hours actually worked, either in accordance with Article XXII, Section A, or in accordance with current practice for all other employees.

All overtime of any kind worked by an employee will be counted for equalization purposes.

## **ARTICLE 23 - EQUIPMENT COMPENSATION AND FACILITIES**

### **A. Safety Shoes**

The Employer agrees to pay up to \$100.00 per year toward the cost of two pairs of steel-toed safety shoes to all Maintenance Mechanics, Automotive Mechanics, Groundskeepers, and School Security Officers upon showing of such shoes and a current paid receipt.

The wearing of such shoes may be required by the District where appropriate to the work to be performed.

### **B. Tool Allowance**

Commencing July 1 after completion of the first anniversary date and annually thereafter, Automotive Mechanics shall be paid a tool allowance not to exceed \$375.00 on a voucher basis for tools that the employee has purchased from stores mutually designated by the District and the Union. This stipend will cover only those tools that are required and approved for the job and are not otherwise provided by the District.

### **C. Facilities**

The Employer agrees to furnish heat for all garage repair areas. The Employer agrees to furnish sanitary facilities and to heat same at all garages.

## **ARTICLE 24 - LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE 25 - DURATION CLAUSE**

This agreement shall continue in effect until June 30, 2010 and from year to year thereafter and such modifications and amendments made in accordance with the terms of the agreement shall be subject to the approval of the voters of the School District each fiscal year, when required.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty days prior to the fiscal budget year 2009-10 or to any fiscal budget year thereafter for the purpose of attempting to mutually agree upon amendments to this agreement. The fiscal year runs from July 1 to June 30.

## **ARTICLE 26 - MISCELLANEOUS**

### **A. "Days" Defined**

Where the term "days" appears in the Agreement, work days are intended.

## **B. No Discrimination**

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed, national origin, or Union activities. The District agrees that this obligation includes, but is not limited to, the following: Hiring, placement, upgrading, transfer, demotion, recruitment, advertising or solicitation for employment, and treatment during employment. The Union shall not discriminate against any employee who has not joined the Union to the extent such discrimination is prohibited by law.

## **C. Drug Testing Program - See Appendix C**

## **D. Sewage Treatment Plant Operator, Type A Plant**

The District shall make application for a change in job title of Sewage Treatment Plant Operator, Type A Plant, which position is currently held by Donald Mazochi, to Maintenance Mechanic.

If Civil Service agrees to the conversion of the job title, such current job title shall be eliminated from the collective bargaining agreement and the current employee shall be designated with the new job title.

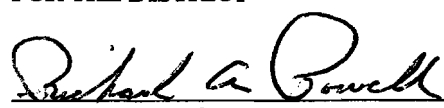
In the event that the job title of Sewage Treatment Plant Operator is again reinstated by the District on a full-time basis, such position shall be offered to Donald Mazochi.

The Wappingers Central School District and the Wappingers Union of Transit, Custodial, & Maintenance Workers have ratified the above Agreement and such ratification is verified by the signatures appearing below.

FOR THE UNION

  
\_\_\_\_\_  
President, Wappingers Federation of Workers

FOR THE DISTRICT

  
\_\_\_\_\_  
Superintendent of Schools



**APPENDIX A - WFW SALARY SCHEDULES**

2006-06 WFW Salary Schedule																			4.00%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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## **APPENDIX B – SICK LEAVE BANK**

### **A. Participation**

Each employee eligible for sick leave willing to participate in a sick leave bank shall submit to the District a waiver of two (2) days of the employee's sick leave. Only employees who shall contribute to the bank shall be eligible to receive time from the bank.

### **B. Trustees**

The bank shall be administered by a committee of trustees consisting of two (2) administrators appointed by the Superintendent of Schools and two (2) employees appointed by the Union who shall act upon withdrawals and who may develop rules not inconsistent with this provision or agreement. Withdrawals from the bank shall be limited to employees who are involved in extended illnesses or accidents who have exhausted their sick leave time. The decision of the trustees shall be final and binding; however, any applicant who has been denied bank days shall have the right to appeal for reconsideration to the Sick Bank trustees committee.

### **C. Renewal - Sick Bank**

The sick leave bank shall be renewable, not more than once a year, within thirty (30) days after the bank falls below ninety (90) days, in the manner set forth in paragraph 2 above, except that the thirty day period for then current employees shall commence with the date upon which the bank fell below ninety (90) days.

### **D. Open Registration**

- a) At the discretion of the trustees, a period of registration may be open to non-members.
- b) This period of reopening will not occur more than once in any two (2) year period and will not exceed fourteen (14) calendar days.
- c) This registration period shall be an exception to the 90 day requirement rule as outlined in Rule #5.

### **E. Reopening Bank/ No Sick Days**

Any individual who is using the bank at the time the bank becomes exhausted, or who has used the bank in a given year and has no remaining sick leave, shall be entitled to bank days until such time they have additional sick leave available whereupon they shall contribute two (2) days to remain eligible.

### **F. Time Requirement**

An individual shall not be eligible for consideration by the sick bank until such time as he/she have been absent for thirty (30) calendar days due to extended illness or accident unless the first day of illness commenced with hospitalization.

### **G. Proof of Illness**

Medical proof of illness is required.

### **H. Physicals**

The Sick Bank Trustees may require an applicant to be examined by a trustee chosen physician.

### **I. Sick Bank Trustees Approval**

Each instance of bank use must be approved by a majority of the trustees and, in the event of a tie, a fifth party, selected by the trustees, will render a decision.

### **J. Available Days/ Hardship**

Participating individuals may draw double the amount of sick time that they had credited to them at the time of the illness for which they are to get sick leave bank days. No participant shall draw more than one year per injury or sickness. New employees and hardship cases shall be reviewed by the Sick Leave Bank trustees and exceptions in these cases may be made to the above at the discretion of the trustees.

**K. Personal Illness - Leave**

Sick leave shall be granted only for the personal illness of the employee.

**L. Workers' Compensation**

If an individual receives sick bank days and workers' compensation, the individual shall return to the District workers' compensation benefits so as to enable the District to refurbish the bank with the amount of days equivalent to the workers' compensation benefits.



## **APPENDIX C - DRUG TESTING PROGRAM**

The Wappingers Federation of Workers (WFW) recognizes the right of the Wappingers Central School District (District) to conduct urine tests on unit members. The District recognizes the right of the WFW to negotiate the procedures by which said tests will be taken. The District and the WFW have mutually agreed on the following drug testing program.

- A. Any employee required to take a physical examination as a condition of their employment or as per the requirements of Education Law 913 shall, at the time of said physical examination, submit to a urine test for the purpose of detecting illegal substances in the system, (i.e., cannabinoids, cocaine, etc.).
- B. The District may conduct unannounced urine testing on any unit member. In cases of members other than bus drivers, suspicion shall be based on the confirming observations of two or more supervisors. No employee may be tested more than three (3) times in any given year and provided further that any drug tests conducted pursuant to paragraph A above shall be counted toward the annual testing limitation except where such test is made pursuant to initial employment in the District. A WFW representative shall be contacted prior to taking an employee for a drug test.
- C. All urine tests are to be done in a Doctor's office or medical lab designated by the District. Testing will be done during the employee's work day or overtime assignment. Any unit member being tested shall have the right to an independent test on the same day from a lab or Doctor of his/her choice without loss of pay. Copies of test results shall be sent to the unit member and the Superintendent of Schools.
- D. The positive test results on the initial urine analysis will warrant suspension with pay until further analysis can be completed. If results of further tests are definitive and positive, such will be grounds for termination.
- E. The District will not entertain any additional negotiated agreements concerning employees who test positive, other than resignation in lieu of charges.
- F. Any unit member refusing a required urine test shall be suspended pending the compliance of said request. Compliance must be within five working days. Any refusal to comply with the required urine test shall be grounds for dismissal.
- G. All expenses associated with a required urine test will be borne by the District.

**APPENDIX D**  
**WAPPINGERS CENTRAL SCHOOL DISTRICT**  
**DRUG AND ALCOHOL TESTING FOR COMPLIANCE WITH FEDERAL DOT REGULATIONS**  
**FOR APPROPRIATE DISTRICT EMPLOYEES**  
(Board of Education Policy 9126)

The Wappingers Central School District is dedicated to providing safe transportation for both students and staff. In addition, the District is committed to protecting the general motoring public.

In order to meet this goal, the District hereby endorses the Federal Highway Administration substance abuse regulations. The District will provide training, education, and other assistance to appropriate employees. Drug testing, in compliance with DOT regulations, is an integral part of our program. Non-compliance with the policy or violation of the regulations will result in disciplinary action.

Board Approved: May 23, 1995

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**Procedure**

Employee Assistance Program

The Wappingers Central School District has established an Employee Assistance Program (EAP) that includes education and training for drivers and supervisors about controlled substances and alcohol. The training program will cover the effects of controlled substance use on personal health, safety, and the work environment. Manifestations and behavioral changes that may indicate controlled substance use and abuse will also be addressed. Documentation of these training sessions will be maintained.

**A. Prohibitions**

No driver shall report for duty within six (6) hours of consuming alcohol (N.Y.S. 19A requirement).

No driver shall use alcohol while on duty.

No driver shall be on duty while he/she has an alcohol concentration of 0.04 or greater.

No driver shall be on duty or operate a District vehicle while the driver possesses alcohol.

No driver shall use alcohol for eight (8) hours following an accident or until he/she undergoes a post-accident test, whichever occurs first.

No driver shall use controlled substances, except pursuant to the instructions of a physician who has advised the driver that such use will not adversely affect the driver's ability to safely operate a District vehicle.

Drug and Alcohol Testing Program

The procedure applies to all employees requiring a Commercial Driver's License as defined by the Department of Transportation Title 49 Code of the Federal Regulations Part 382. Employees' contractual rights with respect to drug and alcohol testing, other than that which is outlined in this Procedure in compliance with Federal Department of Transportation regulations, shall remain in force.

Types of Tests

Drug testing for marijuana, cocaine, opiates, amphetamines, and PCP will be performed on urine specimens. Alcohol testing will be performed by means of breath-testing devices approved by the National Highway Traffic Safety Administration. Testing procedures will comply with Federal Motor Carrier Regulations 49 CFR, Part 40. Individual test reports will be maintained in each employee's confidential file in the Transportation Office.

In accordance with federal regulations, six categories of drug and alcohol tests shall be required in the District: pre-employment, random, reasonable cause, return-to-duty, follow-up and post-accident. In addition, testing may be done as part of the periodic physical exam.

1. All applicants for employment will submit to testing.
2. Throughout the year, drivers shall be subject to unannounced testing on a random basis. The total number of random drug tests will equal 50% of District vehicle driver positions for which testing is required. The alcohol testing rate will be 10%. Since drivers are chosen at random throughout the year, each individual driver may be tested once, twice, or more in a given year.

3. Additionally, a driver shall submit to testing, upon reasonable cause, when requested to do so by the District. Conduct triggering testing under this part must be directly observed by a supervisor. The supervisor making this determination must have received training in the identification of behavior indicative of use of a controlled substance. Documentation of the driver's conduct shall be prepared and signed by a witness within twenty-four (24) hours.

4. If a driver who violates these prohibitions is allowed to return to duty, a test will be conducted prior to the performance of a safety-sensitive function. In addition, the driver will be subject to unannounced follow-up testing. The frequency of such tests will be prescribed by a substance abuse professional and will consist of a minimum of six (6) tests in the first twelve (12) months following the driver's return to duty.

5. The employer will test for alcohol and drugs as soon as possible after an accident if the driver receives a citation for a moving traffic violation related to the accident or if there is a fatality. The alcohol test should be performed within two (2) hours of the accident, but the driver may be tested for alcohol for up to eight (8) hours following an accident. The drug test will be performed within thirty-two (32) hours of the accident.

#### Procedures for Drug Tests

Drug testing is done by means of urine collection and analysis. The specimen will be collected by trained personnel in accordance with DOT regulations. The specimen is divided into two separate containers (the primary sample and the split sample) and sealed in a tamper-evident container and shipped to an NIDA-certified lab for testing.

Laboratory test results are reported to the Medical Review Officer (MRO), currently The Workplace. Before reporting a positive test to the employer, the MRO will attempt to contact the driver to discuss the test results. If the MRO is unable to contact the driver directly, the MRO will contact the employer's Drug Program Administrator, currently the District's Supervisor of Transportation, who will contact the employee. If no legitimate explanation for the positive test is found, the MRO will report the test as positive. If there is a valid explanation for the positive test other than illegal drug use, the MRO will report the test as negative. A test showing the presence of a medication that the employee has used in accordance with a valid prescription will be considered a negative test.

In the event of a positive drug test, the employee has the right to request that the split sample be sent to a different certified lab for testing. This request must be made within seventy-two (72) hours of the time the driver was informed of the results by the MRO.

#### Procedures for Alcohol Test

Certified breath alcohol technicians will perform these tests using evidential breath testing devices. If the test shows a result less than 0.02, the test is considered negative. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. The confirmation test will be performed fifteen minutes after the initial test and the results of this test determine what actions will be taken.

##### A. Consequences of a Positive Test

1. Applicants for employment who test positive for drugs or alcohol will not be hired.
2. Any employee who tests positive for alcohol at a level of 0.04 or higher or who tests positive for drugs will be removed from service and terminated, subject to the Collective Bargaining Agreement and Civil Service regulations.
3. If a driver tests positive for alcohol and the test result is between 0.02 and 0.04, the driver will be removed from driving or performing safety-sensitive duties for twenty-four (24) hours. Any further disciplinary action will be at the sole discretion of the District subject to subsequent testing.

#### Consequences of Refusing a Drug or Alcohol Test

An employee's refusal to take a required alcohol and/or drug test will be treated as a positive drug test result and/or an alcohol test result of .04 or greater. The employee must be evaluated by a substance abuse professional, follow that person's recommendations prior to taking a return-to-duty test, and submit to any recommended follow-up testing.

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